

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

III-Interactive LLC d/b/a Division-D

18-CV- 4014

Plaintiff,

v.

**COMPLAINT**

AdGenesis Holdings LLC d/b/a GenesisMedia

Defendant.

Plaintiff III-Interactive LLC d/b/a Division-D by its attorneys, Olshan Frome Wolosky LLP, as and for its Complaint, alleges as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff was a vendor to Defendant AdGenesis Holdings LLC d/b/a GenesisMedia and its predecessors in interest. Specifically, Defendant (and its predecessors) contracted with Plaintiff to place digital media advertisements with the Plaintiff. Invoices aggregating to \$633,512.72 are past due and owing from Defendant to Plaintiff.

**JURISDICTION AND VENUE**

2. The United States District Court for the Southern District of New York has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1) because this is an action between a citizen of Missouri with a principal place of business in Missouri as plaintiff, and a citizen of Delaware with a principal place of business in New York as defendant, and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

3. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2). The Defendant has a principal place of business in New York and has consented to this venue in the underlying agreements.

### **PARTIES**

4. Plaintiff III-Interactive LLC d/b/a Division-D is a Missouri limited liability company with a principal place of business of 906 Rain Forest Parkway, Columbia, Missouri 65202.

5. Upon information and belief, Defendant AdGenesis Holdings LLC d/b/a GenesisMedia is a Delaware limited liability company with a principal place of business of 49 West 27<sup>th</sup> Street, Mezzanine West, New York, New York 10001.

### **FACTUAL BACKGROUND**

6. Defendant is the successor entity to a merger (the “Merger”), dated on or about August 1, 2017, between Altitude Digital Partners, Inc. (“Altitude”) and GenesisMedia LLC (“GM LLC”).

7. Prior to the Merger, on June 8, 2016, Plaintiff entered into a Media Insertion Order with Altitude (the “June 2016 IO”). A copy of the June 2016 IO is attached as Exhibit A hereto.

8. Prior to the Merger, on November 3, 2016, Plaintiff entered into two Media Insertion Orders with GM LLC, then operating as “GenesisMedia” (the “November 2016 IOs”). Copies of the November 2016 IOs are attached as Exhibit B hereto.

9. Pursuant to the Merger, Defendant assumed all obligations under the June 2016 IO and November 2016 IOs. After the Merger, Defendant continued operating its business under the “GenesisMedia” name.

10. Following the Merger, in August 2017, Defendant requested that Plaintiff combine all invoices under the GenesisMedia name in order that the revenue would not be separated.

11. Following the Merger, on October 11, 2017, Plaintiff entered into a Media Insertion Order with the Defendant, operating as “GenesisMedia” (the “October 2017 IO” and collectively with the June 2016 IO and the November 2016 IOs, the “Insertion Orders”). A copy of the October 2017 IO is attached as Exhibit C hereto.

12. Pursuant to the Insertion Orders, Defendant or its predecessors in interest placed digital media advertisements with Plaintiff. Plaintiff duly performed its obligations under the Insertion Orders and placed Defendant’s advertisements to order.

13. Plaintiff has identified \$633,512.72 (the “Unpaid Amounts”) in unpaid invoices (the “Unpaid Invoices”) on account of the Insertion Orders. The Unpaid Invoices are dated from September 30, 2017 to January 31, 2018. Copies of the Unpaid Invoices are attached as Exhibit D hereto. The Unpaid Amounts are past due and owing to Plaintiff from Defendant.

### **FIRST CLAIM FOR RELIEF**

#### **(Breach of Contract)**

14. Plaintiff repeats and realleges all of the allegations set forth in paragraphs 1 through 13 above as if fully set forth herein.

15. The Insertion Orders represent binding enforceable agreements between Plaintiff and Defendant.

16. Plaintiff has fully performed its obligations under the Insertion Orders.

17. Defendant has breached its obligations under the Insertion Orders by not paying the Unpaid Amounts when due.

18. By virtue of the Defendant’s breach, Plaintiff has been damaged in an amount to be determined at trial, but no less than \$633,512.72, plus accrued interest, attorneys’ fees, and costs.

WHEREFORE, Plaintiff III-Interactive LLC d/b/a Division-D respectfully requests that the Court enter judgment in its favor and against each Defendant as follows:

- (i) On the First Claim for Relief, judgment against the Defendant, the amount of no less than \$633,512.72 plus accrued interest, attorneys' fees and costs; and
- (ii) For such other relief in favor of Plaintiff and against the Defendant that this Court deems just, equitable and proper, together with the costs and disbursements of this action.

Dated: New York, New York  
May 4, 2018

OLSHAN FROME WOLOSKY LLP  
*Attorneys for Plaintiff*

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